

1 BILL NO. S-83-09-22

2 SPECIAL ORDINANCE NO. S-205-83

3 AN ORDINANCE approving a Contract
4 by the City of Fort Wayne by and
5 through its Board of Public Works
6 and T & G Excavating, Inc., for
7 Res. #371-82, Pump Station Elimina-
8 tion/Interconnection Project,
9 Phase 1-A.

10 NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL
11 OF THE CITY OF FORT WAYNE, INDIANA:

12 SECTION 1. The annexed Contract, made a part hereof,
13 by the City of Fort Wayne by and through its Board of Public
14 Works and T & G Excavating, Inc., for Res. #371-82, Phase 1-A,
15 Pump Station Elimination/Interconnection Project, is hereby
16 ratified, and affirmed and approved in all respects. The work
17 under said Contract requires:

18 Contract #371-82, Phase 1-A, Pump Station
19 Elimination/Interconnection Project, is
20 intended and adapted for use by property
21 holders whose property abuts along the
22 line of said sewer; but is also intended
23 and adapted for receiving sewage from
24 collateral drains already constructed, be
25 and the same is hereby ordered:

26 Phase 1-A

27 PUMP STATION ELIMINATION

28 Elimination of the existing Fort Wayne
29 Rothman Road Pump Station located 1450+
30 feet North of the centerline intersection
31 of St. Joe and Rothman Roads, on the East
32 bank of the St. Joseph River;

the Contract price is Two Thousand Four Hundred Ninety and No/100
Dollars (\$2,490.00).

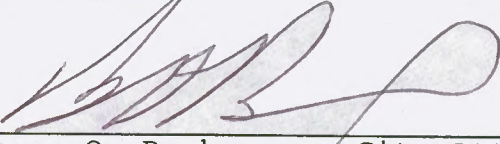
SECTION 2. Two (2) copies of the Contract attached
hereto are on file with the City Clerk, and are available for
public inspection.

SECTION 3. That this Ordinance shall be in full force
and effect from and after its passage and any and all necessary
approval by the Mayor.

Page Two

Councilmember

APPROVED AS TO FORM
AND LEGALITY


Bruce O. Boxberger, City Attorney

Read the first time in full and on motion by Scruggs, seconded by Salinas, and duly adopted, read the second time by title and referred to the Committee City of Fort Wayne (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, 19____, the _____ day of _____, at _____ o'clock _____ M., E.S.T.

DATE: 9-13-83

Sandra E. Kennedy
CITY CLERK

Read the third time in full and on motion by Scruggs, seconded by Jim Quatro, and duly adopted, placed on its passage. PASSED (LOST) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>9</u>	_____	_____	_____	_____
<u>BRADBURY</u>	<u>✓</u>	_____	_____	_____	_____
<u>BURNS</u>	<u>✓</u>	_____	_____	_____	_____
<u>EISBART</u>	<u>✓</u>	_____	_____	_____	_____
<u>GIAQUINTA</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCHMIDT</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCHOMBURG</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCRUGGS</u>	<u>✓</u>	_____	_____	_____	_____
<u>STIER</u>	<u>✓</u>	_____	_____	_____	_____
<u>TALARICO</u>	<u>✓</u>	_____	_____	_____	_____

DATE: 9-27-83

Sandra E. Kennedy
- CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ZONING MAP) (GENERAL) (ANNEXATION) (SPECIAL) (APPROPRIATION) ORDINANCE (RESOLUTION) NO. 1-205-83 on the 27th day of September, 19 83.

ATTEST:

(SEAL)

Sandra E. Kennedy

CITY CLERK

Ray A. E. Clark
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 28th day of Sept., 19 83, at the hour of 11:30 o'clock 7 M., E.S.T.

Sandra E. Kennedy
CITY CLERK

Approved and signed by me this 30th day of September 19 83, at the hour of 12 o'clock 2 M., E.S.T.

Win Moses, Jr.
WIN MOSES, JR. - MAYOR

73-123-23
7/27/83

CONTRACT NO. 371-1982
(PHASE I-A)

THIS CONTRACT made and entered into in triplicate this 27th day of July, 1983, by and between T and G Excavating, Inc. herein called CONTRACTOR, and the City of Fort Wayne, Indiana, an Indiana Municipal Corporation, acting by and through the Mayor, and the Board of Public Works herein called OWNER,

WITNESSETH that the Contractor and the Owner for the considerations hereinafter named, agrees as follows:

ARTICLE 1. SCOPE OF WORK

Contractor shall furnish all labor, material, equipment, tools, power, transportation, miscellaneous equipment, etc., necessary for the installation of the following:

Pump Station Elimination/Interconnection Project, Phase I-A.

Said pump station elimination interconnection Phase I-A, with all appurtenances to be in accordance with the plans, profiles, special provisions and specifications now on file in the Office of Board of Public Works of said City.

All work done in the making of the aforementioned public improvement shall be in accordance with the terms and conditions of the Resolution aforementioned and the plans, profiles, special provisions and specifications now on file in the Office of the Board of Public Works.

The total cost of said Improvement shall be paid by funds from the Sewer Utility Fund of City Utilities of the City of Fort Wayne.

all according to Fort Wayne Pollution Control Engineering Department Drawing No. SY-11102, Sheets 1-11 and do everything required by this contract and the other documents constituting a part hereof.

ARTICLE 2. THE CONTRACT SUM

The Owner shall pay Contractor for the performance of the contract the unit price sum of \$2,490.00. In event the amount of work is increased or decreased by Owner, the contract sum shall be increased or decreased according to the lump sum schedule set forth in the Contractor's Proposal as follows:

Removal of the existing pump station,	Two thousand four hundred	\$2,490.00
valve pit and force main, all	ninety dollars and no/100	
according to plans and profile details,		
special provisions and the City of		
Fort Wayne's Standards and		
Specifications. (Lump Sum)		

ARTICLE 3. PROGRESS PAYMENTS

The Owner shall make payments on account of the contract as provided herein, as follows:

Monthly progress payments will be made by Owner upon submission of a statement of quantities of work completed and/or materials supplied to the job site as of the end of each month. On or about the 15th day of the following month, ninety (90%) percent of the value of the work performed up to the first day of that month (based on the contract price of labor and materials incorporated in the work) and as estimated by the Contractor and approved or revised by the Engineering Department of the Owner, less the aggregate of previous payments, will be paid by Owner to the Contractor.

ARTICLE 4. ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due at the time the work is fully completed and accepted and the contract is fully performed.

Upon filing of a Completion Affidavit by the Contractor that the work is ready for final inspection and acceptance, the Board of Public Works will direct the Engineering Department of the Owner to promptly make such inspection. When the Engineering Department finds the work acceptable under the contract, and the contract is fully performed, it shall so inform the Board of Public Works which shall issue a final certificate stating that the work provided for in this Contract has been completed and is accepted thereupon, and the entire balance of the Contract sum shall be due and payable to the Contractor; provided only that Contractor shall first furnish Owner, if requested to do so, satisfactory evidence that all persons who have supplied labor, material, or equipment for the work have been fully paid.

ARTICLE 5. WORKMEN'S COMPENSATION ACT

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with the Workmen's Compensation Act in accordance with Statutes of State of Indiana and Ordinances of City of Fort Wayne.

Any judgment rendered against the City of Fort Wayne in any suits for damages for injury to real or personal property, or for any injury sustained by any person growing out of any act or doing of Contractor, or its agents, employees or workmen and that any judgment of any court or award of any Board of Arbitrators or of the State Industrial Board of the State of Indiana rendered against the City of Fort Wayne in any suit or claim arising under said Workmen's Compensation acts of the State of Indiana, now or hereafter in force, relating to compensation for accidental injuries or death suffered by his employees or the employees of any Subcontractor or Subcontractors in the course of their employment, when notice of the pendency of such suit, hearing or arbitration shall have been given said Contractor, shall be conclusive against Contractor as to amount, liability and all other things pertaining thereto; it being the intent of the parties hereto that Contractor indemnify and hold harmless City in the premises.

ARTICLE 6. NONDISCRIMINATION OF LABOR

The Contractor further agrees to be bounded by Section 15-13 (as amended), of the Code of the City of Fort Wayne, Indiana of 1974, passed by the Common Council of the City of Fort Wayne, Indiana as General Ordinance No. G-34-78 (as amended) on December 12th, 1978.

ARTICLE 7. PREVAILING WAGE SCALE

The Contractor agrees to pay and also require of his subcontractors that they pay wage rates on the work covered by this contract which shall not be less than the prescribed scale of wages as determined pursuant to the provisions of Statutes of Indiana and Ordinances of City of Fort Wayne.

ARTICLE 8. COMPONENT PARTS OF THIS CONTRACT

The following documents are as fully a part of the contract as if hereto attached or herein repeated:

- A. Advertisement for Bids, for Contract No. 371-1982.
- B. Instructions to Bidders for Contract No. 371-1982.
- C. Contractor's Proposal Dated June 29, 1983.
- D. Fort Wayne Water Pollution Control Engineering Department Construction Drawing No. SY-11102.
- E. General Specifications and Conditions, detailed specifications, construction standards for the installation of storm and sanitary sewers adopted July 23, 1980 and addendums thereof of the City of Fort Wayne's Water Pollution Control Engineering Department.
- F. Special Provisions.
- G. Workmen's Compensation Act Statutes of State of Indiana and Ordinances of City of Fort Wayne.
- H. Non Discrimination of labor General Ordinance No. G-34-78 (as amended).
- I. Prevailing wage scale.
- J. Performance Bond.
- K. Labor and Material Payment Bond.
- L. Comprehensive Liability Insurance Coverage.
- M. Application for Cut Permits.
- N. Escrow Agreement. (to be filled out when applicable)
- O. Notice of Award.
- P. Notice to Proceed.
- Q. Change Order.
- R. Notice of Final Acceptance.

ARTICLE 9. GUARANTEE OF WORKMANSHIP

The Contractor shall provide upon request of Board of Works a maintenance bond in full amount of the contract that warrants all materials, labor and equipment furnished and work performed for a period of one (1) year from date of final acceptance in writing by the Owner.

ARTICLE 10. INDEMNITY

Contractor shall furnish to owner, within ten (10) days of the date hereof a certificate from an insurer acceptable to owner showing personal injury and property damage. Insurance inforce issued in connection with the work to be done under this Contract in accordance with said Specifications of the City of Fort Wayne, Division I, Section 7.

ARTICLE 11. ADJUSTMENTS OF DISPUTES

All questions or controversies which may arise between the Contractor and the Owner under the provisions of this Contract shall be subject to the decision of the Chief Engineer of the Fort Wayne Water Pollution Control Department, and his decision shall be final and conclusive upon the parties.

Provided, however, no changes in the plans, specifications, or other phases or the work covered by this Contract will be permitted except on prior written authorization by the Board of Public Works.

ARTICLE 12. COMPLETION DATE

The Contractor agrees to complete the work specified in the within contract in 90 consecutive calendar days after having been ordered by the Owner to commence work under this contract.

ARTICLE 13. COUNCILMANIC APPROVAL

This Agreement, although executed on behalf of the Owner by the Mayor and Board of Public Works of the City of Fort Wayne, Indiana, shall not be binding upon the Owner unless and until the same shall have been ratified and approved by the Common Council of the City of Fort Wayne, Indiana, and should said Common Council fail to approve the same within ninety (90) days after the date hereof, then this Contract shall become wholly void.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

T AND G EXCAVATING, INC.

BY: Thomas M. Stockamp
Thomas M. Stockamp, President

BY: Harold R. Zimmer
HAROLD R. ZIMMER, Secretary

CITY OF FORT WAYNE, INDIANA

BY: Win Moses, Jr.
Win Moses, Jr., Mayor

ATTEST:

Helen V. Gochenour
Helen V. Gochenour, Clerk

APPROVED AS TO FORM AND LEGALITY:

R. Snouffer
ASSOCIATE CITY ATTORNEY

BOARD OF PUBLIC WORKS

Stephen A. Bailey
Stephen A. Bailey, Chairman

Betty R. Collins
Betty R. Collins, Member

Approved by the Common Council of the City of Fort Wayne on _____ day of _____, 1983.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that

T and G Excavating, Inc.

(Name of Contractor)

5544 Huguenard Road

(Address of Contractor)

a Corporation hereinafter called
(Corporation, Partnership, or Individual)

Principal, and Fidelity and Deposit Company of Maryland

(Name of Surety)

Baltimore, Maryland

(Address of Surety)

and duly authorized to transact business in the State of Indiana, hereinafter called Surety, are held firmly bound unto the City of Fort Wayne, Indiana, an Indiana Municipal Corporation in the penal sum of Two Thousand Four Hundred Ninety and 00/100 dollars (\$2,490.00) (value of work) for the payment whereof well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by those present.

The condition of the foregoing obligation is such that:

WHEREAS, the Principal entered into certain contract with the City, dated the 27 day of July, 1983, for construction of:

Pump Station Elimination/Interconnection Project, Phase I-A.

all according to Fort Wayne Water Pollution Control Engineering Department Drawing No. SY-11102 Sheets 1-11 and special provisions and according to the City of Fort Wayne's Specifications and Standard Drawings and Addendums, adopted July 23, 1980 and

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alternation, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications, and

WHEREAS, no final settlement between the City and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, this instrument is executed in three (3)
(number)

counterparts, each one of which shall be deemed an original, this 27
day of July, 1983.

ATTEST:

Harold A. Grinnard
(Principal) Secretary
ASST.

[SEAL]

Ann M. Lepley
(Witness as to Principal)

4031 Norarrow Dr.
(Address)

Fort Wayne, Ind. 46825

ATTEST:

Virginia T. Axson
(Surety) Secretary Attorney-in-fact
Virginia T. Axson

[SEAL]

Barbara J. Hause
Witness as to Surety
Barbara J. Hause
P.O. Box 11309
(Address)

Fort Wayne, Indiana 46857

T & G Excavating, Inc.

(Principal)

BY: Thomas M. Stockamp [S]
Thomas M. Stockamp, President

5544 Huguenard Road

(Address)

Fort Wayne, Indiana 46808

Fidelity and Deposit Company of Maryland
Surety

By Duane E. Lupke
Attorney-in-Fact
Duane E. Lupke
Lupke-Rice Associates, P.O. Box 11309
(Address)

Fort Wayne, Indiana 46857

NOTE: Date of Bond must not be prior to date of Contract.
If Contractor is Partnership, all partners should execute bond.

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

T and G Excavating, Inc.

(Name of Contractor)

5544 Huguenard Road, Fort Wayne, In 46808

(Address of Contractor)

a Corporation, hereinafter called Principal,
(Corporation, Partnership or Individual)

and Fidelity and Deposit Company of Maryland, Baltimore, Maryland

(Name of Surety)

and duly authorized to transact business in the State of Indiana, hereinafter called Surety, are held and firmly bound unto the City of Fort Wayne, and Indiana Municipal Corporation in the penal sum of Two Thousand Four Hundred Ninety and 00/100 Dollars (\$2,490.00) (value of work) for the payment whereof well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the 27 day of July 1983, for the construction of:

Pump Station Elimination/Interconnection Project, Phase I-A.

all according to Fort Wayne Water Pollution Control Engineering Department Drawing No. SY-11102, Sheets 1-11 and special provisions, and according to the City of Fort Wayne's Specifications and Standard Drawings and Addendums, adopted July 23, 1980.

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications, and

WHEREAS, no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery,

equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, this instrument is executed three (3) counterparts,
(number)
each one of which shall be deemed an original, this 27 day of
July, 1983.

ATTEST:

Harold R. Zinn
(Principal) Secretary
Asst.

[SEAL]

T & G Excavating, Inc.
Principal

By Thomas M. Stockamp [S]
Thomas M. Stockamp, President
5544 Huguenard Road
(Address)

Fort Wayne, Indiana 46808

Witness as to Principal

(Address)

ATTEST:

Virginia T. Axson
(Surety) Secretary Attorney-in-fact
Virginia T. Axson

[SEAL]

Barbara J. Hause
Witness as to Surety

Barbara J. Hause

P.O. Box 11309

(Address)

Fort Wayne, Indiana 46857

Fidelity and Deposit Company of Maryland
Surety

By Duane E. Lupke
Attorney-in-Fact
Duane E. Lupke

Lupke-Rice Associates, P.O. Box 11309
(Address)

Fort Wayne, Indiana 46857

NOTE: Date of Bond must not be prior to date of Contract.
If Contractor is Partnership, all partners should execute bond.

WAIVER OF RIGHT TO HAVE ESCROW FUNDS DEPOSITED
IN INTEREST BEARING ACCOUNT

THIS AGREEMENT, made this 27 day of July, 1983, by
and between T and G Excavating, Inc., Contractor, and City of Fort Wayne, Owner;

WITNESSETH:

WHEREAS, Contractor and Owner have entered into the contract dated
July 27, 1983 for the construction of pump station elimination/interconnec-
tion project Phase I-A;; and

WHEREAS, by the terms of said contract, Owner is entitled to retain por-
tions of the payments due and to become due to the Contractor on account of said
work; and

WHEREAS, Contractor has the right to have said funds placed in an interest
bearing escrow account; and

WHEREAS, Contractor desires to waive said right and agrees to accept the
principal only when due of said funds so retained.

NOW, THEREFORE, Contractor on behalf of himself and all of his subcontrac-
tors, workmen and materialmen, does hereby waive his right to have retainage
placed in an interest bearing account.

Owner agrees to retain and hold said funds and to pay the same when due
without interest thereon.

T and G Excavating, Inc.

Contractor

BY: Thomas M. Stockamp, Pres.

CITY OF FORT WAYNE

BOARD OF PUBLIC WORKS

BY [Signature]

BY Bruce R. Collins

BY _____

BILL NO. S-83-09-22

REPORT OF THE COMMITTEE ON CITY UTILITIES

WE, YOUR COMMITTEE ON City Utilities TO WHOM WAS REFERRED AN
ORDINANCE approving a Contract by the City of Fort Wayne by and
through its Board of Public Works and T & G Excavating, Inc., for
Res. #371-82, Pump Station Elimination/Interconnection Project,
Phase 1-A

HAVE HAD SAID ORDINANCE UNDER CONSIDERATION AND BEG LEAVE TO REPORT
BACK TO THE COMMON COUNCIL THAT SAID ORDINANCE PASS.

VICTURE L. SCRUGGS, CHAIRMAN

Victure Scruggs

SAMUEL J. TALARICO, VICE CHAIRMAN

Samuel J. Talarico

DONALD J. SCHMIDT

D Schmidt

MARK E. GIAQUINTA

Mark E. GiaQuinta

PAUL M. BURNS

Paul M. Burns

*Concurred
in 9-29-83*

Sandra E. Kennedy

Admn. Appr.

TITLE OF ORDINANCE Contract for Res. 371-82, Phase I-A, Pump Station Elimination/Inter-
connection ProjectDEPARTMENT REQUESTING ORDINANCE Board of Public WorksSYNOPSIS OF ORDINANCE Contract 371-82, Phase I-A, Pump Station Elimination/Interconnect

is intended and adapted for use by property holders whose property abuts along the
line of said sewer; but is also intended & adapted for receiving sewage from
collateral drains already constructed, be and the same is hereby ordered:

Phase I-A

PUMP STATION ELIMINATION

Elimination of the existing Fort Wayne Rothman Road Pump Station located 1450+ feet
North of the centerline intersection of St. Joe and Rothman Roads, on the East bank
of the St. Joseph River.

T & G Excavating, Inc., Contractor

EFFECT OF PASSAGE Improved sewer conditions.

EFFECT OF NON-PASSAGE _____

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) \$2,490.00

ASSIGNED TO COMMITTEE _____